

SAVE THE CHILDREN CONDITIONS OF TENDERING

1. DEFINITIONS

In addition to the terms detailed in the covering letter attached, the conditions of tendering are defined as follows:

Bidder - a person or organisation who bids for the Tender.

Goods - everything purchased by SCUUK/ SCI under the contract.

Supplier - the party which provides Goods to SCUUK/ SCI.

2. CONTRACT

The Bidder has read and shall comply with the terms and conditions contained within the above documents.

3. PERIOD OF THE CONTRACT

The contract shall be a two-year agreement for the supply of goods, subject to SCUUK/ SCI's General Terms and Conditions (attached). There may be a formal review of the contract after 12 months.

4. LATE TENDERS

Tenders received after the Closing Date will not be considered, unless there are in SCUUK/ SCI's sole opinion exceptional circumstances which have caused the delay. Once the late tender is accepted the Closing Date shall be extended to all Bidders.

5. CORRESPONDENCE

Communications relating to the Tender must be put in writing and addressed to the person identified in the cover letter. Any request for the information should be received at least 10 days before the Closing Date. Responses to questions submitted by any Bidder will be circulated to all Bidders to ensure fairness in the process.

6. RIGHT TO REJECT ALL TENDERS

SCUUK/ SCI is under no obligation to accept the lowest or any tender.

7. POWER TO ACCEPT PART OF TENDER

SCUUK/ SCI may, unless the Bidder expressly stipulates to the contrary in the tender, accept whatever part of a tender that SCUUK/ SCI so wishes.

8. ALTERNATIVE OFFER

If the Bidder wishes to propose modifications to the tender (which may provide a better way to achieve SCUUK/ SCI's contract objectives) these must be considered as

an Alternative Offer. The Bidder must make Alternative Offers in a separate letter to accompany the tender. SCUUK/ SCI is under no obligation to accept Alternative Offers.

9. PRICES

Tendered prices must be exclusive of any VAT chargeable (if applicable).

10. NON DISCLOSURE AND CONFIDENTIALITY

Bidders must treat the Invitation to Tender, Contract and all associated documentation supplied by SCUUK/ SCI and any other information relating to SCUUK/ SCI's employees, servants, officers, partners or its business or affairs ("the Confidential Information") as confidential. Bidders are obliged:

- to recognise the confidential nature of the Confidential Information disclosed to them;
- to respect the confidence placed in the Bidder by maintaining the secrecy of the Confidential Information;
- not to employ any part of the Confidential Information without SCUUK/ SCI's prior written consent, for any purpose except that of tendering for business from SCUUK and SCI.
- not to disclose the Confidential Information to others without SCUUK/ SCI's prior written consent;
- not to employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to SCUUK/ SCI.
- Bidders shall use all reasonable efforts to keep the Confidential Information secure against disclosure to third parties.
- Bidders shall immediately notify SCUUK/ SCI of any possible breach the provisions of this NON DISCLOSURE AND CONFIDENTIALITY condition and acknowledge that damages may not be an adequate remedy for such a breach.

11. AWARD PROCEDURE

The contract is awarded in accordance with procedures of pre-qualification phase when the suitable Bidders are selected and award phase when SCUUK/ SCI's Tender Review Committee will review the Bidders (and their tenders) to determine whether they will award the contract to any one among them.

12. INFORMATION AND RECORD KEEPING

On request, SCUUK/ SCI shall give any unsuccessful Bidder feedback on its tender and reasons why it's tender was rejected. This information shall be provided within 15 days from (but not including) the date on which SCUUK/ SCI receives the request.

13. SPECIFICATIONS

-

Any Specification supplied by SCUK/ SCI to the Supplier, or specifically produced by the Supplier for SCUK/ SCI, in connection with the Tender or contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of SCUK/ SCI and the Supplier shall assign to SCUK/ SCI all such intellectual property rights arising in the Specification and/or in any Goods manufactured or supplied to the Specification. The Supplier shall not disclose to any third party or use any such Specification or any confidential information about SCUK/ SCI except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the contract.

14. ANTI-BRIBERY

All Bidders are required to comply fully with Save the Children's Anti-Bribery and Corruption Policy.

15. CHILD PROTECTION

Any successful Bidder will be required to comply fully with Save the Children's Child Safeguarding Policy.

16. EXCLUSION CRITERIA

Any Bidder is required to confirm in writing that:

- Neither they or any related company to which they subcontract services regularly are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- Neither they or a company they regularly subcontract to have been convicted of an offence concerning their professional conduct by a judgment in any court of law whether national or international;
- Neither they or a company to which they regularly subcontract have been guilty of grave professional misconduct proven by any means which SCUK/ SCI can justify; have not fulfilled obligations relating to the payment of social security contributions or payments of taxes in accordance with the legal provisions of the country in which they are established or within countries in which SCUK/ SCI is present.
- They have not been prosecuted or found guilty of any breaches of applicable labour law or labour tax legislation.
- They have not been the subject of a judgment for fraud, corruption, involvement in a criminal organisation or any other illegal activity.
- Neither they nor any company they regularly subcontract to have been prosecuted or found guilty of any money laundering offences.

Any Bidder will automatically be excluded if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

17. CONFLICT OF INTEREST/NON COLLUSION

All Bidders are required to confirm in writing that:

- That they are not aware of any connection between their organisation or any of its directors or senior managers and the directors and staff of SCUK/ SCI which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
- Whether there are any existing contacts between SCUK/ SCI and their organisation and if there are any arrangements which have been put in place over the last 24 months including details of any contractual arrangements (including date, length of term, name of contact, types and levels of services supplied, contract value and business units involved).
- That they have not communicated to anyone other than SCUK/ SCI the amount or approximate amount of the proposed offer.
- That they have not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to our offer or the tender process.

18. ASSIGNMENT

All Bidders are required to confirm that they will if required be willing to enter into a contract with either SCUK/ SCI or any other Save the Children entity if so required.